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CONTINENTAL RECORDS LLC

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

CONTINENTAL RECORDS LLC, a
California Limited Liability Company;

Plaintiff,

vs.

THE ROYALTY FAMILY, INC., a
California Corporation; ANDREA ESPADA,
an individual; ALI SALEH, an individual;

Defendants.

Case No.: 2:23-cv-05797 PA-BFM

**PLAINTIFF'S MEMORANDUM OF
CONTENTIONS OF FACT AND LAW**

Case filed: July 18, 2023

FPTC: July 19, 2024

Trial date: August 13, 2024

Judge: Hon. Percy Anderson

1 Plaintiff plans to pursue the following claims against each defendant: (a) copyright
2 infringement, and (b) tortious interference with contractual relations between plaintiff and Will
3 Kano.

4 The elements required to establish plaintiff's claim of copyright infringement are:

5 (1) That plaintiff owns a valid copyright to the lyrics of the songs "Girl" and "Baby
6 Girl," and

7 (2) that defendants violated plaintiff's exclusive rights to use the lyrics of both songs.
8 Defendant.

9 In this action, defendant The Royalty Family, Inc. is the "direct" infringer, while individual
10 defendants Andrea Espada and Ali Saleh are both vicarious and contributory infringers. Espada
11 and Saleh each financially benefitted from the infringement, and had the right to control it, and
12 they each intentionally encouraged the direct infringement by The Royalty Family, Inc.
13 Plaintiff is entitled to recover its actual damages according to proof, and any profits of
14 defendants from infringement.

15 **Authority:** 17 U.S.C. §102(a)(1), (7); §106(4), (6); §501(a), (b); §504(a)(1); see also, A
16 & M Records, Inc. v. Napster, Inc., 239 F.3d 1004, 1013 (9th Cir. 2001) ("A defendant is
17 vicariously liable for copyright infringement if he enjoys a direct financial benefit
18 from *another's* infringing activity and 'has the right and ability to supervise' the infringing
19 activity."); Perfect 10, Inc. v. Amazon.com, Inc., 508 F.3d 1146, 1170 (9th Cir. 2007)("(
20 "We have adopted the well-settled rule that '[o]ne infringes contributorily by intentionally
21 inducing or encouraging direct infringement.")

22 **Evidence:** Plaintiff will prove that it owns the copyright registrations for the lyrics of
23 the songs Girl and Baby Girl, and that each of these songs was performed on The Royalty
24 Family, Inc. Youtube channel. Performances occurred both before and after defendants were
25 advised by plaintiff of plaintiff's rights, which included copyright rights to the song lyrics, and
26 an exclusive right to benefit from performances by Will Kano, and musical works composed
27 and/or written by Will Kano. The individual defendants will testify that they are officers of The
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1 Royalty Family, Inc., and that “the entire family” is involved in the production and publication
 2 of each of the videos posted on the Youtube channel. Plaintiff will prove substantial revenues
 3 due to the infringing activity through the testimony of Moshe Machiach CPA, backed up by
 4 Youtube data regarding the number of “views” each infringing video has received.

5
 6 The elements required to establish plaintiff’s claim of tortious interference with the
 7 contracts between plaintiff and Will Kano are:

8 (1) the existence of a valid and enforceable contract between Continental and Will
 9 Kano;

10 (2) defendants’ knowledge of the contract;

11 (3) defendants’ intentional acts designed to induce a breach or disruption of the
 12 contractual relationship;

13 (4) actual breach or disruption of the contractual relationship,

14 (5) resulting damage.

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 16 **Authority:** CACI No. 2201: Pacific Gas & Electric Co. v. Bear Stearns & Co. (1990)
 17 50 Cal.3d 1118, 1126 (1990); 5 Witkin, Summary of California Law (11th ed. 2017) Torts, §§
 18 854, 855, 875.

19 **Evidence:** Plaintiff will prove the making of an Agreement between plaintiff and Will
 20 Kano on May 1, 2018. Among other things, the Agreement provides exclusivity to plaintiff for
 21 Mr. Kano’s performances for 10 years, and gives plaintiff ownership of the copyrights of any
 22 copyrightable musical compositions, both music and lyrics, by Mr. Kano. Defendants
 23 admittedly knew of the contract not later than May 14, 2020, when plaintiff’s owner, Mr. Ivan
 24 Leon, informed defendants of the contract by email correspondence. Notwithstanding this
 25 knowledge, defendants continued to induce Mr. Kano to perform in The Royalty Family
 26 videos, continued to solicit his creation of musical compositions for use in the videos, and
 27 continued to use Mr. Kano’s image in connection with their videos. These activities by Mr.
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1 Kano are breaches of his contract with plaintiff. According to defendants, they paid Mr. Kano
2 \$20 per hour for work in breach of his contract with plaintiff. The claimed justification for this
3 was that Mr. Kano had advised defendants that he had “worked things out” with Continental.
4 What defendants admittedly did not do was “work things out” with Continental directly.
5 Plaintiff’s loss of exclusivity for Mr. Kano’s performances between April and September 2020
6 has caused damage to plaintiff, which Continental is currently calculating, and will be
7 presented at trial.

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9 DATED: July 5, 2024

OMNI LEGAL GROUP

10
11 /s/ Omid E. Khalifeh

12 Omid E. Khalifeh

13 Attorneys for Plaintiff
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